

3. Prior to proceeding with arbitration of Plaintiffs' individual claims, the Parties agreed to mediate this matter before the Honorable Michael Hogan (Ret.) and reached a mutually satisfactory settlement agreement.

4. Pursuant to 29 U.S.C. § 216(b), parties in the U.S. District Court for the Northern District of Illinois regularly present settlements involving FLSA and IMWL claims to the Court for approval. *See, e.g., Castillo v. Noodles & Co.*, No. 16-CV-03036, 2016 WL 7451626 (N.D. Ill. Dec. 23, 2016) (approving FLSA settlement as a reasonable compromise over contested issues); *Day v. NuCO2 Mgmt., LLC*, No. 1:18-CV-02088, 2018 WL 2473472 (N.D. Ill. May 18, 2018) (approving settlement of FLSA suit); *Furman v. At Home Stores LLC*, No. 1:16-CV-08190, 2017 WL 1730995 (N.D. Ill. May 1, 2017) (same).

5. Accordingly, the Parties jointly seek approval of the settlement set forth in their Settlement Agreement, which will be separately submitted to the Court for an *in camera* evaluation.

6. The Parties jointly request the Court approve the Settlement Agreement because it is a fair and reasonable resolution of a bona fide dispute over whether Plaintiffs were properly classified as exempt for overtime purposes and/or whether the Plaintiffs were owed any overtime under the FLSA and IMWL, inclusive of attorneys' fees and costs, given all the facts and circumstances relevant to Plaintiffs' claims. Moreover, this settlement was reached only after considerable litigation and negotiation by counsel for both Plaintiffs and Defendant.

7. By settling these claims, Defendant does not admit to any liability to Plaintiffs.

8. Upon approval of the Settlement Agreement, the Parties further request the dismissal of this suit *with prejudice*, each party to bear its own fees and costs.

WHEREFORE, the Parties jointly request that this Court approve the settlement between the Parties, dismiss this suit with prejudice, and for such other relief as the Court deems just and proper.

Respectfully submitted this 10th day of September, 2018.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this the 10th day of September, 2018, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to the following attorney of record:

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